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FEDERAL U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

Stephanie A. Hingle (SBN 199396)
Nicholas L. Secord (SBN 237398)
KUTAK ROCK LLP
601 South Figueroa Street
Suite 4200
Los Angeles, CA 90017
Telephone: (213) 312-4000
Facsimile: (213) 312-4001
Email: Stephanie.Hingle@KutakRock.com
Email: Nicholas.Secord@KutakRock.com

Attorneys for Defendants
CARGILL, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

UNITED FOOD GROUP, LLC, a
California Limited Liability
Company,

Plaintiff,

v.

CARGILL, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

CV 11-7752 JHN (AJNk)
**NOTICE OF REMOVAL OF ACTION
UNDER 28 U.S.C. § 1441 (b)
(DIVERSITY)**

(Los Angeles County Superior Court, Case
No. BC 465430)

Complaint Filed: July 15, 2011

**TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO
PLAINTIFF UNITED FOOD GROUP, LLC. AND ITS ATTORNEYS OF
RECORD:**

PLEASE TAKE NOTICE that Defendant Cargill, Inc. ("Defendant"), by
its undersigned attorneys, hereby removes the above-entitled state court action,
Case No.: BC 465430, from the Superior Court of the State of California, County
of Los Angeles – Central District to the United States District Court for the Central
District of California, Western Division, on the basis of diversity jurisdiction. In
support of this Notice of Removal, Defendants state as follows:

///

1 A. Introduction

2 This case is hereby removed from state court to federal court because there
3 is complete diversity between Plaintiff United Food Group, LLC. ("Plaintiff") and
4 Cargill, Inc., the only named Defendant before the Court.¹ Further, the amount in
5 controversy exceeds \$75,000.00 exclusive of interest and costs. Therefore, this
6 Court has original jurisdiction under 28 U.S.C. § 1332.

7 B. The State Court Action

8 On or about July 15, 2011, a civil action was commenced in the Superior
9 Court of the State of California in Los Angeles County entitled United Food Group
10 LLC v. Cargill, Inc., et al., having been assigned Case No. BC 465430 (Los
11 Angeles Super. Ct. July 15, 2011). The complaint asserts claims for equitable
12 indemnity – strict liability, equitable indemnity - negligence, comparative
13 equitable indemnity, breach of implied warranties, and declaratory relief. (See
14 Pltf.'s Compl., attached hereto as Exhibit "A" at pp. 5-10.) Plaintiff generally
15 alleges that it was a mid-chain supplier of Cargill-produced beef allegedly
16 contaminated with E.Coli, and as a result paid in excess of \$11,500,000 in claims
17 made on behalf of affected consumers. Plaintiff alleges that the source of the
18 alleged E.Coli contamination can be traced to Defendant, and that Plaintiff is
19 therefore, entitled to reimbursement of the monies paid under various equitable
20 indemnity theories. (See *id.* at 3-4.)

21 C. Pleading and Process

22 As required by 28 U.S.C. § 1446(a), attached are copies of all state court
23 process, pleadings and orders served upon Defendant in the removed case. (See
24 Exhibit "A.")

25 ///

26 ///

27
28 ¹ As reflected in the Request for Dismissal, attached as Exhibit "B", all other named defendants were dismissed on August 22, 2011.

1 D. The Removal is Timely

2 The first date upon which any named defendant was served with a copy of
3 said Complaint in the removed case was September 2, 2011, when Cargill Inc.
4 acknowledged receipt of the Summons and Complaint by Notice of
5 Acknowledgement and Receipt. (*See* Notice and Acknowledgement of and Receipt
6 dated September 2, 2011, included within Exhibit "A.") Accordingly, this Notice
7 of Removal is filed within 30 days of service upon any defendant and, therefore, is
8 timely under 28 U.S.C. § 1446(b). (*See United Computer Sys., Inc. v. AT&T Corp.*,
9 298 F.3d 756, 762 (9th Cir. 2002).)

10 E. Basis for Removal – Diversity Jurisdiction

11 This is a civil action that falls within the Court's original jurisdiction under
12 28 U.S.C. § 1332 (diversity of citizenship), and is one which may be removed to
13 this Court by Defendants pursuant to the provisions of 28 U.S.C. § 1441 in that it
14 is a civil action between citizens of different states and the matter in controversy
15 exceeds the sum of \$75,000, exclusive of interest and costs.

16 F. Amount in Controversy

17 The amount in controversy for this matter exceeds \$75,000, exclusive of
18 interest and costs. (*See* 28 U.S.C. § 1332 (2006); *see also Campbell v. State Farm*
19 *Mut. Auto. Ins. Co.*, No. CV87-7759 JMI (GHKx), 1988 U.S. Dist. LEXIS 19496,
20 at *2-3 (C.D. Cal. Sept. 27, 1988) ("For removal purposes, the amount in
21 controversy is to be determined by the allegations in the complaint or where they
22 are not dispositive, by allegations in the petition for removal".) The Complaint
23 alleges that Plaintiff is entitled to reimbursement for claims paid totaling in excess
24 of \$11,500,000.00. (*See* Exhibit "A" at p. 11 ¶ 1.)

25 G. Diversity Between Plaintiff And Defendant

26 The requisite complete diversity of citizenship exists between Plaintiff and
27 Defendant. (*See* 28 U.S.C. §1332 (2006); *see also Faysound, Ltd. v. United*
28 *Coconut Chems., Inc.*, 878 F.2d 290, 295 (9th Cir. 1989).)

1 Citizenship of Plaintiff

2 According to the Complaint, Plaintiff United Food Group, LLC is, and at the
3 time of the filing of this action was, a California limited liability company with its
4 principal place of business in the city of Vernon, County of Los Angeles, State of
5 California. Plaintiff is therefore a citizen of California for purposes of federal
6 diversity jurisdiction. (*See* 28 U.S.C. §1332(c)(1) (2006).)

7 Citizenship of Defendant, Cargill, Inc.

8 Defendant Cargill, Inc. is, and at the time of the filing of this action was,
9 incorporated in the State of Delaware and with its principal place of business in the
10 State of Minnesota. Cargill, Inc. is not a citizen or resident of the State of
11 California for diversity purposes. Defendant Cargill, Inc. is therefore a citizen of
12 Delaware and Minnesota for purposes of federal diversity jurisdiction. (*See* 28
13 U.S.C. §1332(c)(1) (2006).)

14 H. Consent and Joinder of Defendants

15 Cargill, Inc. is the only named defendant. All other named defendants have
16 been dismissed. Moreover, Defendant is not required to gain the consent of the
17 dismissed defendants or any Doe defendants. (*See Salveson v. W. States Bankcard*
18 *Ass'n*, 731 F.2d 1423, 1429 (9th Cir. 1984) (holding that the Ninth Circuit rule is
19 that "a party not served need not be joined" in a notice of removal), *superseded by*
20 *statute on unrelated grounds, as noted in Ethridge v. Harbor House Rest.*, 861
21 F.2d 1389, 1392 n.3 (9th Cir. 1988); *see also Emrich v. Touche Ross & Co.*, 846
22 F.2d 1190, 1193 n.1 (9th Cir. 1988).)

23 I. Notice Given

24 Pursuant to 28 U.S.C. § 1446(d), Defendant is filing this Notice of Removal
25 concurrently with the State Court in which the action is currently pending. In
26 addition, Notice of Filing Notice of Removal was served concurrently on
27 Plaintiff's counsel.

28 ///

1 J. Venue

2 The United States District Court of the Central District of California,
3 Western Division, embraces the county in which the State Court action is now
4 pending and, therefore, this Court is a proper venue for this action. (28 U.S.C. §§
5 84(c)(1), 1441(a) (2006).)

6 K. Additional Discovery, Briefing, and Argument

7 If any question arises as to the propriety of this removal, Defendant requests
8 the opportunity to conduct discovery or brief any disputed issues and to present
9 oral argument in support of their position that this case is properly removable.

10 L. Non-Waiver of Defenses

11 Nothing in this Notice of Removal or related documents shall be interpreted
12 as a waiver or relinquishment of Defendant's right to assert any defense or
13 affirmative matter in this proceeding.

14 M. Conclusion

15 Accordingly, Cargill, Inc. respectfully requests that this action now pending
16 in the Los Angeles County Superior Court be removed to this Court and that this
17 action be placed upon the docket of this Court for further proceedings as though
18 originally instituted in this Court.

19 Dated: September 19, 2011

KUTAK ROCK LLP

21 By: 

22 Stephanie A. Hingle
23 Nicholas L. Secord
24 Attorneys for Defendant
25 CARGILL, INC.
26
27
28

EXHIBIT “A”

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): Jeffrey H. Ikejiri (State Bar No. 245256) DAVIS WRIGHT TREMAINE LLP 865 South Figueroa Street, Suite 2400 Los Angeles, California 90017-2566 TELEPHONE NO.: (213) 633-6800 FAX NO.: (213) 633-6899		FOR COURT USE ONLY OF THE Los Angeles Superior Court JUL 15 2011 John M. Clarke, Executive Officer/Clerk by <u>LET LA FLEUR-CLAYTON</u> , Deputy	
ATTORNEY FOR (Name): Plaintiff United Food Group, LLC		CASE NUMBER: BC465430 JUDGE: DEPT:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District - Stanley Mosk Courthouse			
CASE NAME: United Food Group, LLC v. Cargill, Inc., et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 6
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 15, 2011

Jeffrey H. Ikejiri

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE:
United Food Group, LLC v. Cargill, Inc., et al.

CASE NUMBER

BC 465430

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 15 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.

6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step-3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input checked="" type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., (2), (3), 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.



SHORT TITLE:

United Food Group, LLC v. Cargill, Inc., et al.

CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.



SHORT TITLE:

United Food Group, LLC v. Cargill, Inc., et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	Miscellaneous Civil Complaints	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION



SHORT TITLE: United Food Group, LLC v. Cargill, Inc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 3425 E. Vernon Ave.
CITY: Vernon	STATE: CA	ZIP CODE: 90058

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 15, 2011


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Jeffrey H. Ikejiri

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANTS:**(AVISO AL DEMANDADO):**

CARGILL, INC., a Delaware corporation; CARGILL MEAT SOLUTIONS CORPORATION, a Delaware corporation; CARGILL MEAT SOLUTIONS CORPORATION, a Delaware corporation dba BEEF PACKERS, INC., dba THE FRESNO MEAT COMPANY; BEEF PACKERS, INC., a California corporation; BEEF PACKERS, INC., a California corporation, dba THE FRESNO MEAT COMPANY; CARGILL MEAT LOGISTICS, a Kansas corporation; CARGILL VALUE ADDED MEATS; CARGILL, INC., dba CARGILL/EXCEL; and DOES 1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

UNITED FOOD GROUP, LLC, a California Limited Liability Company

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 15 2011

John M. Clayton, Executive Officer/Clerk
By *[Signature]* Deputy
[Signature]

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles County Superior Court, Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jeffrey H. Ikejiri (State Bar No. 245256) Telephone (213) 633-6800 Fax (213) 633-6899
DAVIS WRIGHT TREMAINE LLP, 865 S. Figueroa Street, Suite 2400, Los Angeles, CA 90017-2566

DATE:

(Fecha)

Clerk, by

(Secretario)

AMBER L. FLEUR-CLAYTON

, Deputy

(Adjunto)

CASE NUMBER:
(Número del Caso):

BC465430

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

JUL 15 2011

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.40 (association or partnership) ☐ other (specify):

4. ☐ by personal delivery on (date):

RECORDED

AUG 23 2011

1 **DAVIS WRIGHT TREMAINE LLP**
2 865 S. FIGUEROA STREET
3 SUITE 2400
4 LOS ANGELES, CALIFORNIA 90017-2566
5 TELEPHONE (213) 633-6800
6 FAX (213) 633-6899

7 **JEFFREY H. IKEJIRI** (State Bar No. 245256)
8 jeffikejiri@dwt.com

9 Attorneys for Plaintiff
10 UNITED FOOD GROUP, LLC

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 15 2011

John A. Clarke, Executive Officer/Clerk
By A.E. LaFleur-Clayton, Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

BC465430

13 UNITED FOOD GROUP, LLC, a California
14 Limited Liability Company,

Case No.

15 Plaintiff,

COMPLAINT FOR:

16 v.

1. EQUITABLE INDEMNITY – STRICT LIABILITY
2. EQUITABLE INDEMNITY – NEGLIGENCE
3. COMPARATIVE EQUITABLE INDEMNITY
4. BREACH OF IMPLIED WARRANTIES
5. DECLARATORY RELIEF

17 CARGILL, INC., a Delaware corporation;
18 CARGILL MEAT SOLUTIONS CORPORATION, a Delaware corporation;
19 CARGILL MEAT SOLUTIONS CORPORATION, a Delaware corporation dba
20 BEEF PACKERS, INC., dba THE FRESNO MEAT COMPANY; BEEF PACKERS, INC.,
21 a California corporation; BEEF PACKERS, INC., a California corporation, dba THE
22 FRESNO MEAT COMPANY; CARGILL MEAT LOGISTICS, a Kansas corporation;
23 CARGILL VALUE ADDED MEATS;
24 CARGILL, INC., dba CARGILL/EXCEL; and
25 DOES 1 through 50, inclusive,

26 Defendants.

REC'D/SCANNED

AUG 23 2011

COMPLAINT

DWT 17565472v2 0094139-000001

COPY

DAVIS WRIGHT TREMAINE LLP
865 S. FIGUEROA ST, SUITE 2400
LOS ANGELES, CALIFORNIA 90017-2566
(213) 633-6800
Fax: (213) 633-6899

1 Plaintiff UNITED FOOD GROUP, LLC, a California Limited Liability Company
2 ("UFG"), alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff UNITED FOOD GROUP, LLC is a California Limited Liability
5 Company, with its principal place of business in the City of Vernon, County of Los Angeles,
6 California. UFG is a distributor of food products, including beef.

7 2. UFG is informed and believes, and on that basis alleges, that at all times relevant to
8 this action, Defendant CARGILL, INC. is a Delaware corporation qualified to do business in the
9 State of California. CARGILL, INC. is a privately held international processor of food and other
10 products, including beef. CARGILL, INC. is the parent company of, and wholly owns,
11 CARGILL MEAT SOLUTIONS CORPORATION, BEEF PACKERS, INC., CARGILL MEAT
12 LOGISTICS, THE FRESNO MEAT COMPANY, EXCEL®, EXCEL® FRESH MEATS, and
13 CARGILL VALUE ADDED MEATS, among other subsidiaries (hereinafter collectively referred
14 to as the "Cargill Entities"). CARGILL, INC. has its world headquarters in Minneapolis,
15 Minnesota, its meat business headquarters in Wichita, Kansas, is qualified to do business in
16 California, and has a major center of beef processing operations located in California.

17 3. UFG is informed and believes, and on that basis alleges, that at all times relevant to
18 this action, Defendant CARGILL MEAT SOLUTIONS CORPORATION is a Delaware
19 corporation with its principal place of business in Wichita, Kansas and is qualified to do business
20 in California.

21 4. UFG is informed and believes, and on that basis alleges, that at all times relevant to
22 this action, Defendant CARGILL MEAT SOLUTIONS CORPORATION was at certain times
23 relevant herein doing business as BEEF PACKERS, INC., with its principal place of business in
24 California.

25 5. UFG is informed and believes, and on that basis alleges, that at all times relevant to
26 this action, Defendant BEEF PACKERS, INC. is a California corporation with its principal place
27 of business in California.
28

1 6. UFG is informed and believes, and on that basis alleges, that at all times relevant to
2 this action, Defendant BEEF PACKERS, INC., a California corporation, was at certain times
3 relevant herein doing business as THE FRESNO MEAT COMPANY, with its principal place of
4 business in California.

5 7. UFG is informed and believes, and on that basis alleges, that at all times relevant to
6 this action, Defendant CARGILL MEAT LOGISTICS is a Kansas corporation with its principal
7 place of business in Wichita, Kansas, with a major center of beef processing operations located in
8 California.

9 8. UFG is informed and believes, and on that basis alleges, that at all times relevant to
10 this action, Defendant CARGILL MEAT SOLUTIONS CORPORATION was at certain times
11 relevant herein doing business as CARGILL/EXCEL and/or sold beef under the brand name(s) of
12 EXCEL® and/or EXCEL® FRESH MEATS out of its beef processing plant in located in
13 California.

14 9. UFG is informed and believes, and on that basis alleges, that at all times relevant to
15 this action, Defendant CARGILL VALUE ADDED MEATS is a division of CARGILL, INC.,
16 and is a corporation of unknown origin with a central beef processing plant located in California.

17 10. UFG is informed and believes, and on that basis alleges, that at all times relevant to
18 this action, each of the Cargill Entities operates beef slaughter and fabrication facilities and
19 manufactures, processes, distributes, and supplies beef products to processors, distributors,
20 retailers, and other institutions throughout the United States, including UFG.

21 11. UFG is ignorant of the true names and capacities, whether individual, corporate,
22 associate, or otherwise, of the Defendants sued herein as Does 1 through 50, inclusive, and,
23 therefore, sues said defendants by such fictitious names. UFG will amend this Complaint to
24 allege their true names and capacities when ascertained. UFG is informed and believes, and based
25 thereon alleges, that each of the fictitiously named Defendants is in some manner responsible for
26 the acts and events alleged herein, and that UFG's damages and other relief sought herein was
27 proximately caused by their conduct. Each reference in this Complaint to "Defendant" or
28 "Defendants," also refers to all Defendants sued under fictitious names.

12. UFG is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants were the agents, employees, partners, principals, representatives, and/or affiliates of each of the remaining Defendants and were, at all times herein mentioned, acting within the course and scope of such relationships, unless otherwise alleged. Moreover, at all times herein mentioned, each Defendant did confirm, consent to, affirm, direct, authorize, acknowledge, and ratify the acts of each and every other Defendant herein as to each of the acts hereinafter alleged.

STATEMENT OF FACTS

13. *E. coli* O157:H7 is a specific member of a bacterial family that can cause illness in humans. After a susceptible individual ingests *E. coli* O157:H7, the bacteria attaches to the inside surface of the large intestine and initiates an inflammatory reaction of the intestine. *E. coli* O157:H7 can produce a wide spectrum of disease from mild, non-bloody diarrhea to severe bloody diarrhea to, rarely, life-threatening complications.

14. Based on the investigation by the United States Department of Agriculture's Food Safety and Inspection Service's ("FSIS"), on June 3, 2007, UFG voluntarily recalled 75,000 pounds of ground beef due to possible *E. coli* O157:H7 contamination. The ground beef subject to recall allegedly had been produced by UFG in April 2007, and shipped to distribution centers in Arizona, California, Colorado, Oregon, and Utah. By June 9, 2007, UFG had expanded the recall to include a total of approximately 5.7 million pounds of ground beef produced between April 6 and April 20, 2007, and shipped to eleven western states, including California, Arizona, Idaho, Montana, Nevada, North Dakota, Oregon, Utah, Washington, and Wyoming.

15. UFG supplies fresh and frozen beef products, with Lean Finely Textured Beef ("LFTB") incorporated within the finished products, to retail stores. Some beef is packaged into "chubs" at UFG. Other beef is sold to retail stores that then "regrind" and repackage the beef for sales to consumers. UFG purchases its beef products, including the beef products allegedly related to the *E. coli* outbreak, from beef processors including Defendants.

16. UFG traced the source of tainted beef associated with the *E. coli* O157:H7 outbreak to limited suppliers: Defendant CARGILL, INC. and/or one of its subsidiary Cargill

1 Entities, who supplied UFG with tainted beef processed in April 2007; Does 1 through 50, who
 2 supplied UFG with tainted beef processed in April 2007.

3 17. As a result of the *E. coli* outbreak and recall, beginning in June 2007, UFG
 4 received over 225 claims from consumers of the allegedly contaminated beef products
 5 (collectively, "Claimants"), and was sued by one of the Claimants, in a case captioned *Lawrence*
 6 *Fournier as Guardian ad Litem on behalf of Lauren Fournier, a minor v. United Food Group,*
 7 *LLC, a California corporation and Does 1 through 20, Inclusive*, in the Superior Court of
 8 Riverside County, Case No. RIC 473462.

9 18. UFG denied and continues to deny liability for each Claimant's damages; however,
 10 based on investigation confirming the source of the beef and/or reasonable and independently
 11 verifiable information related to the purchase date, place, and type of beef product consumed by
 12 the Claimants as well as health records establishing confirmed or suspected *E. coli* O157:H7-
 13 related illness, there was a reasonable probability that UFG would be held liable to the Claimants
 14 for their damages relating to their illnesses.

15 19. To protect its rights, therefore, even though Defendants and not UFG were
 16 ultimately responsible for the *E. coli* outbreak, UFG has since April 2009 paid out and settled
 17 certain of the Claimants' claims for personal and economic damages in excess of \$11,500,000.00,
 18 which amounts are based on reasonable estimates of UFG's liability at the time of all such
 19 payments, based on facts known at the time and in the face of actual, potential, or reasonably
 20 apparent liability.

21 20. UFG asserted in its Answer to the *Fournier* Complaint that other parties were
 22 liable for the damages alleged therein. UFG further sent letters to suppliers including some
 23 Defendants, requesting that they participate in and contribute to settlements with Claimants;
 24 Defendants, and each of them, refused. In all releases and settlements entered into with the
 25 Claimants, UFG has expressly reserved its right to pursue claims against Defendants and others.

21. By virtue of UFG's status as an alleged mid-chain supplier of the Tainted Beef, UFG has paid claims to the Claimants totaling, to date, in excess of \$11,500,000.00. UFG has also paid attorneys fees and costs to defend the Claimants' claims and the *Fournier* lawsuit in an amount according to proof at trial.

22. On March 31, 2010, UFG and the Cargill Entities entered into a tolling agreement, which tolled any applicable statute of limitations. This agreement was in effect until July 10, 2011, when it was terminated in the manner set forth in said agreement. As such, this action was commenced within the applicable statute of limitations.

FIRST CAUSE OF ACTION

TOTAL EQUITABLE INDEMNITY BASED ON DEFENDANTS' STRICT LIABILITY

(By UFG Against All Defendants)

23. UFG re-alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 22 above, as if the same were set forth completely herein.

24. Defendants, and each of them, are product manufacturers of the beef contaminated with *E. coli* O157:H7 ("Tainted Beef") to UFG.

25. Defendants, and each of them, produced, manufactured, processed, supplied, and distributed the Tainted Beef to UFG.

26. Defendants, and each of them, owed a duty to UFG to manufacture a product that was reasonably safe in construction, i.e., for human consumption, and that did not materially deviate from applicable specifications or otherwise deviate in some material way from otherwise identical units in the food products manufactured by Defendants.

27. The food products that injured the Claimants, which food was manufactured by Defendants, were not reasonably safe in construction or safe for human consumption because they were contaminated and adulterated with *E. coli* O157:H7.

28. Because the food manufactured by the Defendants, sold to UFG, and consumed by the Claimants, was not reasonably safe in construction or for human consumption, Defendants, and each of them, are strictly liable for the damages suffered by the Claimants as a result of their consumption of contaminated food.

29. UFG denies that it is in any way responsible for the *E. coli* outbreak or Claimants' damages. However, UFG faced actual, potential, or reasonably apparent liability, and therefore has paid the Claimants' claims based on a reasonable estimate of its potential liability based on the facts known at the time of settlement.

30. As a direct and proximate result of Defendants' acts and omissions, including the manufacture, processing, and delivery into the stream of commerce the Tainted Beef described above, the consumption thereof by the Claimants, and the reasonable payment in settlement of those claims by UFG, UFG has suffered economic damages, incidental damages, and consequential damages in an amount according to proof at trial, including but not limited to damages for payment of the Claimants' claims and attorneys fees and costs, and other ordinary, incidental, and consequential damages as would be anticipated to arise under the circumstances.

31. The damages alleged in the Complaint were primarily and actively caused by Defendants. UFG was not actively negligent, nor was UFG a volunteer. Equity requires that Defendants fully indemnify UFG. UFG is therefore entitled to total and complete indemnity from Defendants, and each of them, from any loss it has sustained as a result, including, but not limited to, the past and future amounts of settled claims paid by UFG plus all costs, attorneys' fees, and/or judgments which might be rendered against UFG, because UFG's liability, if any, would be based either on its passive or secondary negligent conduct, and would arise as a proximate result of the primary and active negligence of the Defendants herein, and each of them.

32. Further, in the event that UFG is held responsible to any other person(s) or entity(ies) for any loss or damage relating to or arising out of the *E. coli* outbreak, then UFG is entitled to total and complete indemnity from Defendants, and each of them, from any loss it may sustain in the future as a result, including, but not limited to, all costs, attorneys' fees, and/or judgments which might be rendered against UFG, because UFG's liability, if any, would be based either on its passive or secondary negligent conduct, and would arise as a proximate result of the primary and active negligence of the Defendants herein, and each of them.

33. Pursuant to California Code of Civil Procedure § 1021.6, UFG demands that Defendants hereafter indemnify UFG for the attorneys' fees it incurred to defend the Claimants'

1 claims, the *Fournier* lawsuit, and demands that Defendants defend UFG against any and all future
2 actions, lawsuits, and claims brought by any individual or entity as a result of the *E. coli* outbreak.

3 **SECOND CAUSE OF ACTION**

4 **TOTAL EQUITABLE INDEMNITY BASED ON DEFENDANTS' NEGLIGENCE**

5 **(By UFG Against All Defendants)**

6 34. UFG re-alleges and incorporates herein by reference each and every allegation
7 contained in paragraphs 1 through 33 above, as if the same were set forth completely herein.

8 35. Defendants, and each of them, were negligent in manufacturing, processing,
9 distributing, supplying, and selling a product that was not reasonably safe in construction, i.e., for
10 human consumption.

11 36. Defendants, and each of them, had duties to comply with all statutory and
12 regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling
13 and sale of their food products, including, but not limited to, the Federal Food, Drug and
14 Cosmetics Act and its California state equivalent, which ban the manufacture, sale, and
15 distribution of "adulterated" food.

16 37. Defendants, and each of them, owed a duty to UFG and the Claimants to use
17 supplies and raw materials that complied with federal, state, and local food laws, ordinances, and
18 regulations; that were from safe and reliable sources; that were clean, wholesome, and free from
19 spoilage and adulteration; and that were safe for human consumption.

20 38. Defendants, and each of them, owed a duty to UFG and the Claimants to use
21 reasonable care in the selection, supervision, and monitoring of their food suppliers or other
22 subcontractors.

23 39. Defendants, and each of them, breached the aforementioned duties as alleged
24 herein by manufacturing, processing, distributing, supplying, and selling a product that was not
25 reasonably safe in construction or safe for human consumption because it was contaminated and
26 adulterated with *E. coli* O157:H7.

40. As a result of the negligence of each Defendant as herein alleged, UFG suffered economic loss and consequential damages, including, but not limited to, UFG's attorneys fees and costs to defend and settle said Claimants' claims and the *Fournier* lawsuit.

41. The damages alleged in the Complaint were primarily and actively caused by Defendants. UFG was not actively negligent, nor was UFG a volunteer. Equity requires that Defendants fully indemnify UFG. UFG is therefore entitled to total and complete indemnity from Defendants, and each of them, from any loss it has sustained as a result, including but not limited to the past and future amounts of settled claims paid by UFG plus all costs, attorneys' fees, and/or judgments which might be rendered against UFG, because UFG's liability, if any, would be based either on its passive or secondary negligent conduct, and would arise as a proximate result of the primary and active negligence of the Defendants herein, and each of them.

42. Further, in the event that UFG is held responsible to any other person(s) or entity(ies) for any loss or damage relating to or arising out of the *E. coli* outbreak, then UFG is entitled to total and complete indemnity from Defendants, and each of them, from any loss it may sustain in the future as a result, including but not limited to all costs, attorneys' fees, and/or judgments which might be rendered against UFG, because UFG's liability, if any, would be based either on its passive or secondary negligent conduct, and would arise as a proximate result of the primary and active negligence of the Defendants herein, and each of them.

43. Pursuant to California Code of Civil Procedure § 1021.6, UFG demands that Defendants hereafter indemnify UFG for the attorneys' fees it incurred to defend the Claimants' claims and the *Fournier* lawsuit, and demands that Defendants defend UFG against any and all future actions, lawsuits, and claims brought by any individual or entity as a result of the *E. coli* outbreak.

THIRD CAUSE OF ACTION

COMPARATIVE EQUITABLE INDEMNITY

(By UFG Against All Defendants)

44. UFG re-alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 43 above, as if the same were set forth completely herein.

45. The damages alleged in the Complaint were primarily and actively caused by Defendants. UFG was not actively negligent, nor was UFG a volunteer. If it is determined that UFG is partially liable for any *E. coli* outbreak-related damages, which liability is expressly denied, UFG is entitled to comparative indemnity from Defendants, and each of them, from any loss it has sustained as a result, including, but not limited to, the past and future amounts of settled claims paid by UFG plus all costs, attorneys' fees, and/or judgments which might be rendered against UFG, based upon a determination of the proportionate negligence and fault of all parties.

46. Pursuant to California Code of Civil Procedure § 1021.6, UFG demands that Defendants hereafter indemnify UFG for the attorneys' fees it incurred to defend the Claimants' claims and the *Fournier* lawsuit, and demands that Defendants defend UFG against any and all future actions, lawsuits, and claims brought by any individual or entity as a result of the *E. coli* outbreak.

FOURTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTIES

(By UFG Against All Defendants)

47. UFG re-alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 46 above, as if the same were set forth completely herein.

48. UFG bought the beef products at issue from Defendants.

49. At the time of purchase, Defendants were, and are currently in, the business of selling such products.

50. Defendants, and each of them, provided implied warranties to UFG relative to the beef products they sold to UFG, including but not limited to the implied warranties of merchantability, safety, and fitness for human consumption, and fitness for a particular purpose, i.e., resale to consumers for human consumption.

51. UFG reasonably relied upon the skill and judgment of Defendants as to whether the products were of merchantable quality and fit for resale to consumers and for human consumption.

52. The food products that injured the Claimants, which food was manufactured by Defendants, did not conform to Defendants' implied warranties, because they were contaminated with and adulterated with *E. coli* O157:H7.

53. Defendants, and each of them, breached these implied warranties in that their food products sold to UFG were contaminated with and adulterated with *E. coli* O157:H7.

54. UFG took reasonable steps to notify Defendants of said breach.

55. As a direct and proximate result of the Defendants' breach of these implied warranties, the consumption thereof by the Claimants, and the reasonable payment in settlement of those claims by UFG, UFG has suffered economic damages, incidental damages, and consequential damages in an amount according to proof at trial, including but not limited to damages for payment of the Claimants' claims and attorneys fees and costs, and other ordinary, incidental, and consequential damages as would be anticipated to arise under the circumstances.

56. Pursuant to California Code of Civil Procedure § 1021.6, UFG demands that Defendants hereafter indemnify UFG for the attorneys' fees it incurred to defend the Claimants' claims and the *Fournier* lawsuit, and demands that Defendants defend UFG against any and all future actions, lawsuits, and claims brought by any individual or entity as a result of the *E. coli* outbreak.

FIFTH CAUSE OF ACTION

DECLARATORY RELIEF

(By UFG Against All Defendants)

57. UFG re-alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 56 above, as if the same were set forth completely herein.

58. An actual and substantial controversy has arisen and now exists between UFG and Defendants, and each of them, concerning their respective rights and duties with respect to the Claimants' damages as a result of the *E. coli* outbreak as alleged herein, and to the extent that any damages, judgments, or other awards are rendered against UFG, it is entitled to a finding of indemnification from Defendants, and each of them, as well as recovery of its attorneys' and consultant fees and costs whether a judgment is entered or not.

59. UFG seeks a judicial determination of its rights and the duties of the parties, and a declaration that Defendants, and each of them, are obligated to defend, indemnify, and hold UFG harmless for the damages and losses incurred as a result of the *E. coli* outbreak, as well as reimburse UFG for all expenses it may incur and has incurred in defense of the Claimants' claims, the claims of any other person(s) or entity(ies), and the prosecution of this Complaint.

60. Such a declaration is necessary and appropriate at this time so that UFG may ascertain its rights and duties relative to the prosecution and defense of this action and the payment of damages, judgments, or other awards to the extent any are awarded against UFG.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff UNITED FOOD GROUP, LLC prays for the entry of orders or judgment, jointly and severally against Defendants, and each of them, including Does 1 – 50, inclusive, as follows:

1. For full equitable indemnity in an amount to be determined at trial according to proof, but in the amount not less than \$11,500,000.00, together with interest thereon as provided by law;
2. For comparative equitable indemnity;
3. For declaratory relief;
4. For all other general, compensatory, special, consequential, and incidental damages according to proof;
5. For costs of suit incurred herein;

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1 6. For attorneys' fees, pursuant to California Code of Civil Procedure § 1021.6 and as
2 otherwise afforded under the law; and

3 7. For such other and further relief as the Court deems just and proper.
4

5 DATED: July 15, 2011

DAVIS WRIGHT TREMAINE LLP
JEFFREY H. IKEJIRI

6
7
8 By: 

Jeffrey H. Ikejiri

9 Attorneys for Plaintiff
10 UNITED FOOD GROUP, LLC
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POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JEFFREY H. IKEJIRI (State Bar No. 245256) DAVIS WRIGHT TREMAINE LLP 865 South Figueroa Street, Suite 2400 Los Angeles, CA 90017-2566 TELEPHONE NO: (213) 633-6800 FAX NO. (Optional): (213) 633-6899 E-MAIL ADDRESS (Optional): jeffikejiri@dwt.com ATTORNEY FOR (Name): Plaintiff United Food Group, LLC	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District – Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: UNITED FOOD GROUP, LLC DEFENDANT/RESPONDENT: CARGILL, INC., et al.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: BC 465430

TO (insert name of party being served): CARGILL, INC., a Delaware corporation

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: August 22, 2011

Jeffrey H. Ikejiri

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of *(to be completed by sender before mailing)*:

1. ☒ A copy of the summons and of the complaint.
2. ☒ Other (specify): Civil Case Cover Sheet and Addendum, Notice of Case Assignment, ADR Information, Voluntary Efficient Litigation Stipulations

(To be completed by recipient):

Date this form is signed: 2 September 2011

Ralph A. Weber, Atty. for
Campbell, Inc.

TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

EXHIBIT “B”

FOR COURT USE ONLY

FILED

LOS ANGELES SUPERIOR COURT

AUG 22 2011

JOHN A. CLARKE, CLERK

Graciela S. Hironaka
BY GRACIELA S. HIRONAKA, DEPUTY**RECEIVED**CASE NUMBER:
BC 465430

AUG 22 2011

FILING WINDOW

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Jeffrey H. Ikejiri (State Bar No. 245256)

DAVIS WRIGHT TREMAINE LLP

865 South Figueroa Street, Suite 2400

Los Angeles, California 90017-2566

TELEPHONE NO.: (213) 633-6800

FAX NO. (Optional): (213) 633-6899

E-MAIL ADDRESS (Optional): jeffikejiri@dwt.com

ATTORNEY FOR (Name): Plaintiff United Food Group, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Central District - Stanley Mosk Courthouse

PLAINTIFF/PETITIONER: UNITED FOOD GROUP, LLC

DEFENDANT/RESPONDENT: CARGILL, INC., et al.

REQUEST FOR DISMISSAL

- ☐ Personal Injury, Property Damage, or Wrongful Death
- ☐ Motor Vehicle ☐ Other
- ☐ Family Law ☐ Eminent Domain
- ☒ Other (specify): Indemnification

- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice
- b. (1) ☐ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed by (name):
- (4) ☐ Cross-complaint filed by (name):
- (5) ☐ Entire action of all parties and all causes of action

on (date):

on (date):

(6) ☒ Other (specify):* All causes of action asserted against Defendants Cargill Meat Solutions Corporation, a Delaware corporation; Cargill Meat Solutions Corporation, a Delaware corporation dba Beef Packers, Inc., dba The Fresno Meat Company; Beef Packers, Inc., a California corporation; Beef Packers, Inc., a California corporation, dba The Fresno Meat Company; Cargill Meat Logistics, a Kansas corporation; Cargill Value Added Meats; Cargill, Inc. dba Cargill/Excel

2. (Complete in all cases except family law cases.)

- ☐ Court fees and costs were waived for a party in this case. (This information may be obtained from the clerk. If this box is checked, the declaration on the back of this form must be completed).

Date: August 22, 2011

Jeffrey H. Ikejiri

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for Plaintiff

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for Defendants

(To be completed by clerk)

4. ☒ Dismissal entered as requested on (date): AUG 22 2011
5. ☐ Dismissal entered on (date): as to only (name):
6. ☐ Dismissal not entered as requested for the following reasons (specify):

7. a. ☐ Attorney or party without attorney notified on (date):
- b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
- ☐ a copy to be conformed ☐ means to return conformed copy

Date: AUG 22 2011

John A. Clarke Clerk, by
Executive Officer/Clerk

G. S. HIRONAKA

Deputy

CIV-110

PLAINTIFF/PETITIONER: UNITED FOOD GROUP, LLC	CASE NUMBER:
DEFENDANT/RESPONDENT: CARGILL, INC., et al.	BC 465430

Declaration Concerning Waived Court Fees

The court has a statutory lien for waived fees and costs on any recovery of \$10,000 or more in value by settlement, compromise, arbitration award, mediation settlement, or other recovery. The court's lien must be paid before the court will dismiss the case.

1. The court waived fees and costs in this action for (name):
2. The person in item 1 (check one):
 - a. ☐ is not recovering anything of value by this action.
 - b. ☐ is recovering less than \$10,000 in value by this action.
 - c. ☐ is recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

PROOF OF SERVICE

United Food Group vs. Cargill Inc.

United States District Court, Central District of California

Western Division, Case No.:

[Superior Court of the State of California, County of Los Angeles,
Central District Case No.: BC465430]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the City of Los Angeles in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 601 S. Figueroa Street, Suite 4200, Los Angeles, California 90017.

On September 19, 2011, I served the following documents described as

**NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441 (B)
(DIVERSITY)**

on all interested parties in this action by placing a true copy or the original thereof enclosed in a sealed envelope or package addressed as:

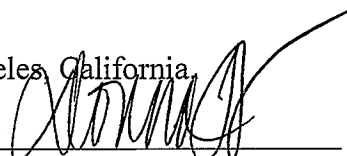
Davis Wright Tremaine
865 S. Figueroa Street
Suite 2400
Los Angeles, CA 90017
Tel: 213-633-6800
Fax: 213-633-6899
Email:

Attorney for Plaintiff United Food Group

☒ **(BY MAIL, 1013a, 2015.5 C.C.P.)** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this (these) document(s) will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at whose direction service was made.

Executed on September 19, 2011, at Los Angeles, California.


Donna Williams

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Jacqueline Nguyen and the assigned discovery Magistrate Judge is Andrew J. Wistrich.

The case number on all documents filed with the Court should read as follows:

CV11- 7752 JHN (AJWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

PROOF OF SERVICE

United Food Group vs. Cargill Inc.
United States District Court, Central District of California
Western Division, Case No.:
[Superior Court of the State of California, County of Los Angeles,
Central District Case No.: BC465430]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the City of Los Angeles in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 601 S. Figueroa Street, Suite 4200, Los Angeles, California 90017.

On September 20, 2011, I served the following documents described as

**NOTICE OF ASSIGNMENT TO UNITED STATE MAGISTRATE JUDGE
FOR DISCOVERY**

on all interested parties in this action by placing a true copy or the original thereof enclosed in a sealed envelope or package addressed as:

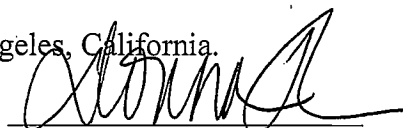
Davis Wright Tremaine
865 S. Figueroa Street
Suite 2400
Los Angeles, CA 90017
Tel: 213-633-6800
Fax: 213-633-6899
Email:

Attorney for Plaintiff United Food Group

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☒ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at whose direction service was made.

Executed on September 20, 2011, at Los Angeles, California.


Donna Williams

COPY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETI (a) PLAINTIFFS (Check box if you are representing yourself ☐)

UNITED FOOD GROUP, LLC

DEFENDANTS

CARGILL, INC.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Davis Wright Tremaine LLP
865 S. Figueroa Street
Suite 2400
Los Angeles, CA 90017
Tel: 213-633-6800
Fax: 213-633-6899

Attorneys (If Known)

Stephanie A. Hingle, Esq. (SBN 199396)
Nicholas L. Secord, Esq. (SBN 237398)
Kutak Rock LLP
601 South Figueroa Street, Suite 4200
Los Angeles, CA 90017
Tel: 213-312-4000

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No☒ MONEY DEMANDED IN COMPLAINT: \$ 11,500,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. §§ 1332 and 1441 - Claims removed under Diversity Statute.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition Security Act	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability				
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property				
<input type="checkbox"/> 950 Constitutionality of State Statutes					

CV11-7752

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CV-71 (05/08)

CIVIL COVER SHEET

Page 1 of 2
CCD-JS44

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
COUNTY OF LOS ANGELES	STATE OF CALIFORNIA

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
NOT APPLICABLE	CARGILL, INC. - STATE OF DELAWARE/MINNESOTA

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

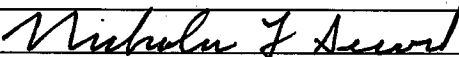
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
COUNTY OF LOS ANGELES ALLEGED	STATE OF CALIFORNIA ALLEGED

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):


 Nicholas L. Secord

Date September 19, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

PROOF OF SERVICE

United Food Group vs. Cargill Inc.

United States District Court, Central District of California
Western Division, Case No.:

[Superior Court of the State of California, County of Los Angeles,
Central District Case No.: BC465430]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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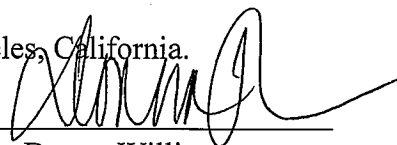
Davis Wright Tremaine
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Suite 2400
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Tel: 213-633-6800
Fax: 213-633-6899
Email:

Attorney for Plaintiff United Food Group

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Executed on September 19, 2011, at Los Angeles, California.


Donna Williams